

2155 Canterbury Drive,
Mechanicsburg, PA 17055

SEP - 6 2018

U.S. DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

September 3, 2018

RE: Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing and Sales Practices Litigation, MDL No. 1:16-md-2743

To Whom It May Concern:

We, Timothy Bianchi and Kari Bianchi, wish to object to the terms of this settlement. (Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing and Sales Practices Litigation, MDL No. 1:16-md-2743). We purchased and installed \$3469.69 (see attached receipts) of the contaminated laminate flooring. We purchased Blacksburg Barnwood in July 2014 for our entire upstairs. In August of 2014, we purchased Poplar Forest Oak in order to cover our downstairs. I performed the installation myself.

We learned of a potential hazard with the product in March of 2015 with the *60 Minutes* episode. We immediately consulted with Lumber Liquidators via email and telephone (email and phone conversations attached). Several months later, we received and conducted an air quality test, and upon return, learned that the formaldehyde levels in the air did not meet several governing bodies' air quality standards for safe levels of formaldehyde (results are attached.) Because we received no help with reimbursement from Lumber Liquidators, we decided to keep the floor in for the time being, hoping that they would provide us with safe flooring or an alternative.

We never felt confident in the answers Lumber Liquidators were providing us. They gave us insufficient information, passed us along to "someone else" several times, and flat out didn't give us answers. We made the decision in April of 2016 to tear out approximately 2,400 square feet of flooring on both floors of our house and start over with flooring from a different company. (Attached is a receipt for our downstairs flooring, \$3,335.19 and the labor costs of \$2,144.00 upon replacement.) We also replaced the upstairs of our house with safe flooring for a total 3,001.67 which is approximately 1800 square feet. The labor receipt for this can be available upon request.

Aside from the financial burden, we truly believe our floors were making us ill. Bloodshot eyes and headaches were common. My wife was pregnant with our first child upon installation of the flooring. Our son, who was born on January 3, 2015, was hospitalized on March 17, 2015 for respiratory syncytial virus at 10 weeks old. (Medical records can be made available upon request.) We can't help but question how the toxicity levels in the floors may affected him. The long term affects are still unknown to us. His heavy breathing and respiratory problems continue to this day.

We are disgusted at the fact that we put our son in danger by installing these floors. We are disgusted that we spent thousands of dollars investing in Lumber Liquidator flooring and then thousands more replacing them. We are disgusted that this company was unresponsive, uncooperative, and outright unethical and rude with us. It is for these reasons that we are objecting to this amount. We are not a family to pursue litigation, and therefore have not obtained professional legal counsel, nor have we been part of any other class action suit. We do not want a voucher from the company, and to us 20-56% of the price we paid seems insufficient when weighing the financial and health hardships our family

experienced from this company. Ideally, we would like 100% of what we spent at Lumber Liquidators. We would be happy to testify if ever the need be. Please feel free to contact us at any time.

Attached you will find this in the following order:

Downstairs flooring receipt dated August 31, 2014 (Poplar Forest Oak)- \$1,525.21, \$7.41 and \$56.98

Upstairs flooring receipt dated July 30, 2014 (Blacksburg Barn)- \$1880.09

Bill from contractor to reinstall safe flooring- \$2,144.00

Bill for 2nd floor replacement flooring- 3,001.67

Bill for 1st floor replacement flooring- \$3,335.19

Correspondence trying to obtain Air quality test kits

Notes from phone calls directly to Lumber Liquidators

Air quality test kits (2 downstairs, 2 upstairs results. Please note 2 types of infected flooring were installed. One downstairs, one upstairs.) These results are deemed unhealthy according to various health standards.

Thank you for your time.

A handwritten signature in blue ink, appearing to read "Tim & Kari" followed by the date "9/4/18".

Timothy and Kari Bianchi

717-645-6549

Kjump7@yahoo.com

kbianchi@mbgsd.org

A handwritten signature in blue ink, appearing to read "Kari E. Bianchi" followed by the date "9/4/18".



HARRISBURG PA 1106
2 Laurel Road
NEW CUMBERLAND PA 17070

Phone: (717) 798-8605
Fax: (717) 798-8608
Email: Store106@lumberliquidators.com

Page 2 of 2

Aug 31, 2014 14:36:14

Invoice

Sales Order No: 123914746

Measurement/Quantity: Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Tile is sold by the piece. Buyer will be charged for actual footage shipped. Buyer/installer is responsible for all measurement quantities. Lumber Liquidators is not responsible or liable for measurement errors.

Delivery and Lead Times: All delivery dates are estimates. Lumber Liquidators cannot guarantee specific timetables and recommends that Buyer not schedule installation until product is received by Buyer. Claims for shortages or damages must be made upon receipt of product. Buyer should retain mill code information from box.

Installation: Buyer/installer is responsible for final inspection as to grade, color, finish, defects and other quality issues. Do not install defective product. Use constitutes acceptance. Installation must be performed in accordance with instructions and industry standards (NWFA or TCNA). Per instructions, flooring must fully acclimate in installation area (approximately 3-14 days). Buyer/installer is solely responsible for checking moisture levels in both product and subfloor prior to installing. Lumber Liquidators recommends using a licensed, professional flooring installer. Although Lumber Liquidators may recommend products, Buyer/installer is ultimately responsible for ensuring that products are appropriate for and compatible with jobsite conditions. Lumber Liquidators is not responsible or liable for damages resulting from errors, misuse or negligence by Buyer/installer. Unless contracted directly with Lumber Liquidators, Lumber Liquidators does not install product and disclaims liability for installation.

Returns/Exchanges: Exchanges are permitted within 30 days of receipt of product without a restocking fee. Returns are subject to approval and 20% restocking fee (no restocking fee for moldings, trim, and tools) and must be within 30 days of product receipt. Returns or exchanges are not permitted on (a) opened boxes or special orders unless product is defective, (b) close-outs, odd lots, final sales, special deals, or clearance items for any reason, or (c) tools without original receipt. Product must be in its original condition and have been properly stored. Installed product is considered accepted by Buyer and may not be exchanged or returned for any reason. Shipping and delivery charges are non-refundable. Shipping costs relating to a return or exchange are the sole responsibility of Buyer.

Subject to the terms above, defective product may be exchanged, prior to installation, within 90 days of receipt. Returned checks are subject to maximum fee allowed by law. For refunds, cash or check purchases will be refunded by check within 3-5 weeks; credit or debit card, store credit or gift card purchases will be credited back to the account or tender type used for this purchase.

Limited Warranty and Other Limitations: Products may or may not have a limited warranty as specified in information with the product or available as set forth below. ALL OTHER WARRANTIES ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

Assumption and Waiver of Liability: Notwithstanding any actions, assistance or advice provided by Lumber Liquidators, including but not limited to loading a vehicle by hand, forklift, or other mechanical device, Buyer is solely responsible for loading and securing product in/on the vehicle, safe transport and unloading of product at end destination. Lumber Liquidators, when staffing allows, may, but is not obligated to, assist with loading. Buyer acknowledges that loading, unloading and transporting product may result in damage to the vehicle such as dents, scratches, bent tail gates, broken windows or lights, suspension damage, ripped bed liners, etc. Buyer is solely responsible for ensuring vehicle capacity is not exceeded and load is properly distributed and secured to prevent movement.

Buyer releases, waives, and discharges Lumber Liquidators and its employees for any loss, damage, cost, expense and/or claim arising and shall indemnify, save and hold harmless same from any loss, injury, damage, cost, expense and/or claim relating to or arising out of loading, securing into or on the vehicle, transport and unloading of product.

Warning: Products are heavy, awkward, and can exceed vehicle's load capacity. Buyer should use safe lifting techniques and minimum of two able-bodied people. Improper loading, unloading and transporting of products can result in serious injury, vehicle damage, impaired visibility or interference with driving, decreased or loss of vehicle stability and/or product falling from vehicle.

Personal Information: Providing personal information is voluntary and not a condition of sale but no warranty, return or exchange is permitted unless Buyer furnishes his/her name, address and telephone number at time of purchase. Buyer information is entered into Lumber Liquidators' contact list. Buyer may opt out of the list by contacting Lumber Liquidators by telephone or email.

Products on this invoice are being offered and sold by Lumber Liquidators, Inc. For written copies of limited product warranties, installation instructions, removal from contact list or additional information regarding your purchase, installation or Lumber Liquidators' products, visit the website at www.lumberliquidators.com or contact the Customer Care Department at (800) 366-4204. For other comments or questions, e-mail the "Office of the Chairman" at chairman@lumberliquidators.com.

I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature

Printed Name

Date



HARRISBURG PA 1106
2 Laurel Road
NEW CUMBERLAND PA 17070

Phone: (717) 798-8605
Fax: (717) 798-8608
Email: Store106@lumberliquidators.com

Page 1 of 2

Aug 31, 2014

14:36:14

Invoice

Bill-To-Party

TIM BIANCHI
2155 CENTURY DRIVE
MECHANICSBURG PA 17055
(717) 682-1840
tbianchi@mbgsd.org

Ship-To-Party

TIM BIANCHI
MECHANICSBURG PA 17055
2155 CENTURY DRIVE
(717) 682-1840
tbianchi@mbgsd.org

Information

Sales Order No 123914746
Document Date 08/31/2014
Customer No. 4809124
Currency USD
Contact Person

Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10024376/12PF/1106 ISP Poplar Forest Oak 12mm	692.10	692.10	0.00 FT2	2.31 USD	1,598.75 USD
				Item Discount:	-0.23 USD	-159.88 USD
				Net Value for Item:	2.08 USD	1,438.87 USD

30 Year Warranty

Follow manufacturer's instructions for use of a moisture barrier. When exposed to UV sunlight or heat exposure color fading / darkening can occur not considered a defect. There's a 5% allowance established for waste created as a result of the installation Refer to product warranty for details. This item is subject to CARB regulations in the state of California.

Items Total: 1,438.87 USD

Tax: 86.34 USD

Final Amount: 1,525.21 USD

Down Payment Total: 1,525.21 USD

Balance Due: 0.00 USD



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NEW CUMBERLAND PA 17070

Phone: (717) 798-8605
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Page 1 of 1

Aug 31, 2014 14:35:28

Payment Receipt

Bill-To-Party

TIM BIANCHI
2155 CENTURY DRIVE
MECHANICSBURG PA 17055
(717) 682-1840
tbianchi@mbgsd.org

Information

Sales Order No 0123914746
Payment Reference 504036241
Document Date 08/31/2014
Customer No. 0004809124
Currency USD
Contact Person

Ship-To-Party

TIM BIANCHI
MECHANICSBURG PA 17055
2155 CENTURY DRIVE
(717) 682-1840
tbianchi@mbgsd.org

Order Comments

VISA XXXXXXXXXXXXXXXXX0696 1,525.21 USD

AUTH NO 652683

Name: BIANCHIKARI E

Signature _____

I agree to pay the charges listed above according to the terms and conditions of the card issuer agreement.



HARRISBURG PA 1106
2 Laurel Road
NEW CUMBERLAND PA 17070

Phone: (717) 798-8605
Fax: (717) 798-8608
Email: Store106@lumberliquidators.com

Page 1 of 1

Aug 31, 2014 14:44:38

Payment Receipt

BILL-To-Party

TIM BIANCHI
2155 CENTURY DRIVE
MECHANICSBURG PA 17055
(717) 682-1840
tjbianchi@mbgsd.org

Information

Sales Order No 0123914746
Payment Reference 504036368
Document Date 08/31/2014
Customer No. 0004809124
Currency USD
Contact Person

Ship-To-Party

TIM BIANCHI
MECHANICSBURG PA 17055
2155 CENTURY DRIVE
(717) 682-1840
tjbianchi@mbgsd.org

Order Comments

VISA XXXXXXXXXXXXXXXX1506 7.41 USD

AUTH NO 014442

Name: BIANCHI IITIMOTHY J

Signature

I agree to pay the charges listed above according to the terms and conditions of the card issuer agreement.

75³/₈

102³/₄



HARRISBURG PA 1106
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NEW CUMBERLAND PA 17070

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Page 1 of 2

Mar 3, 2015

16:07:08

Invoice

Bill-To-Party

TIM BIANCHI
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(717) 682-1840
tjbianchi@mbgsd.org

Ship-To-Party

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Information

Sales Order No 124050697
Document Date 09/28/2014
Customer No. 4809124
Currency USD
Contact Person

Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10024376/12PF/1106 ISP Poplar Forest Oak 12mm 30 Year Warranty	23.07	0.00	23.07 FT2	2.33 USD	53.75 USD

Follow manufacturer's instructions for use of a moisture barrier. When exposed to UV sunlight or heat exposure color fading / darkening can occur not considered a defect. There's a 5% allowance established for waste created as a result of the installation Refer to product warranty for details. This item is subject to CARB regulations in the state of California.

Items Total:	53.75 USD
Tax:	3.23 USD
Final Amount:	56.98 USD
Down Payment Total:	56.98 USD
Balance Due:	0.00 USD



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Phone: (717) 798-8605
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Page 1 of 2

Jul 30, 2014 14:15:29

Invoice

Bill-To-Party

TIM BIANCHI
2155 CENTURY DRIVE
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(717) 682-1840
tjbianchi@mbgsd.org

Ship-To-Party

TIM BIANCHI
MECHANICSBURG PA 17055
2155 CENTURY DRIVE
(717) 682-1840
tjbianchi@mbgsd.org

Information

Sales Order No 123718453
Document Date 07/22/2014
Customer No. 4809124
Currency USD
Contact Person

Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10023939/12BB-K/1106 STJ Blacksburg Barn Board 12mm w/pad 30 Year Warranty	862.22	862.22	0.00 FT2	1.99 USD	1,715.82 USD

Follow manufacturer's instructions for use of a moisture barrier. When exposed to UV sunlight or heat exposure color fading / darkening can occur not considered a defect. There's a 5% allowance established for waste created as a result of the installation Refer to product warranty for details.

20	10010752/A12BBSN/1106 LAM Blacksburg Barn 7.5' SN	7.50	7.50	0.00 FT	3.69 USD	27.68 USD
30	10000311/A12BBRED/1106 LAM Blacksburg Barn 7.5' RED	7.50	7.50	0.00 FT	3.49 USD	26.18 USD
40	SPECIALPRICE/SPECIALPRICE/11C Special Price	0.00	0.00	0.00 ZLD	0.00 USD	0.00 USD
	This item is being sold at a special price. To retain this price this product must be picked up or shipped no later than the close of business Thursday 7/31/2014. (customer initials).					
50	10032179/LAM SPACERS 20PK/110 Laminate Spacers 20PK	1.00	1.00	0.00 EA	3.99 USD	3.99 USD

Items Total: 1,773.67 USD

Tax: 106.42 USD

Final Amount: 1,880.09 USD

Down Payment Total: 1,880.09 USD

Balance Due: 0.00 USD



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Page 2 of 2

Jul 30, 2014 14:15:29

Invoice

Sales Order No: 123718453

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Returns/Exchanges: Exchanges are permitted within 30 days of receipt of product without a restocking fee. Returns are subject to approval and 20% restocking fee (no restocking fee for moldings, trim, and tools) and must be within 30 days of product receipt. Returns or exchanges are not permitted on (a) opened boxes or special orders unless product is defective, (b) close-outs, odd lots, final sales, special deals, or clearance items for any reason, or (c) tools without original receipt. Product must be in its original condition and have been properly stored. Installed product is considered accepted by Buyer and may not be exchanged or returned for any reason. Shipping and delivery charges are non-refundable. Shipping costs relating to a return or exchange are the sole responsibility of Buyer.

Subject to the terms above, defective product may be exchanged, prior to installation, within 90 days of receipt. Returned checks are subject to maximum fee allowed by law. For refunds, cash or check purchases will be refunded by check within 3-5 weeks; credit or debit card, store credit or gift card purchases will be credited back to the account or tender type used for this purchase.

Limited Warranty and Other Limitations: Products may or may not have a limited warranty as specified in information with the product or available as set forth below. ALL OTHER WARRANTIES ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

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I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature

Printed Name

Date



HARRISBURG PA 1106
2 Laurel Road
NEW CUMBERLAND PA 17070

Phone: (717) 798-8605
Fax: (717) 798-8608
Email: Store106@lumberliquidators.com

Page 3 of 3

Jul 30, 2014 14:16:47

Invoice

Sales Order No: 123753591

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I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature

Printed Name

Date



HARRISBURG PA 1106
2 Laurel Road
NEW CUMBERLAND PA 17070

Phone: (717) 798-8605
Fax: (717) 798-8608 Jul 30, 2014 14:14:43
Email: Store106@lumberliquidators.com

Page 1 of 1

Payment Receipt

BILL-To-Party

TIM BIANCHI
2155 CENTURY DRIVE
MECHANICSBURG PA 17055
(717) 682-1840
tbianchi@mbgsd.org

SHIP-To-Party

TIM BIANCHI
MECHANICSBURG PA 17055
2155 CENTURY DRIVE
(717) 682-1840
tbianchi@mbgsd.org

Information

Sales Order No 0123718453
Payment Reference 503831318
Document Date 07/22/2014
Customer No. 0004809124
Currency USD
Contact Person

Order Comments

VISA XXXXXXXXXXXXXXXXX0696 900.00 USD

AUTH NO 602923

Name:

Signature _____

I agree to pay the charges listed above according to the terms and conditions of the card issuer agreement.



HARRISBURG PA 1106
2 Laurel Road
NEW CUMBERLAND PA 17070

Phone: (717) 798-8605
Fax: (717) 798-8608
Email: Store106@lumberliquidators.com

Page 1 of 1

Jul 30, 2014

14:11:49

Payment Receipt

BILL-To-Party

TIM BIANCHI
2155 CENTURY DRIVE
MECHANICSBURG PA 17055
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tbianchi@mbgsd.org

SHIP-To-Party

TIM BIANCHI
MECHANICSBURG PA 17055
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tbianchi@mbgsd.org

Information

Sales Order No 0123718453
Payment Reference 503870688
Document Date 07/22/2014
Customer No. 0004809124
Currency USD
Contact Person

Order Comments

VISA XXXXXXXXXXXXXXXXX7412 980.09 USD

AUTH NO 014103

Name: BIANCHI IITIMOTHY J

Signature 

I agree to pay the charges listed above according to the terms and conditions of the card issuer agreement.

Bianchi, Timothy

From: NPCD-HCHO <NPCD-HCHO@epa.gov>
Sent: Friday, March 06, 2015 5:26 PM
To: NPCD-HCHO
Subject: Your Inquiry Regarding Formaldehyde

Thank you for your inquiry. To help address questions related to the recent 60 Minutes episode on Lumber Liquidators and their laminate flooring, EPA has developed a Questions and Answers document. Please find below a link to that document.

http://www2.epa.gov/sites/production/files/2015-03/documents/formaldehyde_questions_and_answers.pdf

For questions about formaldehyde in various products and its potential impact on indoor air quality, refer to the EPA's "Get the Facts" webpage: (<http://www2.epa.gov/formaldehyde>)

In addition to EPA's Q&As, the California Air Resources Board (CARB) has also issued a frequently asked questions document regarding laminate flooring found at:

http://www.arb.ca.gov/html/fact_sheets/composite_wood_flooring_faq.pdf

U.S. Consumer Product Safety Commission's (CPSC) document "An Update on Formaldehyde" has information regarding formaldehyde in the home:

<http://www.cpsc.gov/PageFiles/121919/AN%20UPDATE%20ON%20FORMALDEHYDE%20final%200113.pdf>

The Center for Disease Control and Prevention's "What You Should Know About Formaldehyde" webpage is found at: <http://www.cdc.gov/nceh/drywall/docs/whatyoushouldknowaboutformaldehyde.pdf>.

For questions about regulations in the State of California see CARB's website:

<http://www.arb.ca.gov/toxics/compwood/compwood.htm>

Kind Regards-

Office of Pollution Prevention and Toxics
U.S. Environmental Protection Agency

Bianchi, Timothy

From: LLCustomer Relations <LLCustomerRelations@lumberliquidators.com>
Sent: Wednesday, March 18, 2015 10:03 AM
To: Bianchi, Timothy
Subject: RE: Test Kit Request

Please take a moment to visit the updated Safety site.

To reassure our customers, we are providing indoor air quality testing at no cost to qualifying customers as the fastest, most effective way to measure the total level of formaldehyde in the home. The testing is being administered and the results produced by an independent, accredited lab. The customer is in control of the process, with clear instructions on the test and its results. We will conduct an in-depth evaluation of air quality and potential formaldehyde sources for any customer whose results are inconclusive or above established thresholds. Our customer care team will work with our valued customers throughout the process.

The home test kits are being provided as a step for customers with our laminate floors to help reassure them that their floor as installed is safe. Please fill out the form found at the link below to determine if your floor qualifies for the free test kit. If your floor does qualify, you will be walked through the process of ordering the test via an independent lab.

<http://www.lumberliquidators.com/safety>

Thank you,

Lumber Liquidators Customer Care

From: Bianchi, Timothy [<mailto:tbianchi@mbgsd.org>]
Sent: Tuesday, March 17, 2015 12:24 PM
To: LLCustomer Relations
Subject: Test Kit Request

I purchased Lumber Liquidators flooring from their establishment in New Cumberland, PA. I purchased two different floorings, Blacksburg Barn Wood and Poplar Oak (2 floors that are on 60 Minutes' report on formaldehyde) in rolling orders from July – October 2014. I have installed them in every room in my house but the kitchen. We were hoping to finish that this summer.

I would like to request an air quality test kit to be sent to

Tim Bianchi
2155 Canterbury Dr
Mechanicsburg, PA 17055

I have been in contact with PA Dept of Health as well as the Dept of Environment. I have talked to representatives of the Environmental Protection Agency and the Consumer Product Safety Commission. This first test will be a start. I have a 2 month old in the house and I'm very concerned for his well-being above that of my wife and I. Recently he has developed what we think is a chest cold. He has mucus in his breathing, a bad cough, and his eyes and nose are red and inflamed. I pray that this is a common cold and not effects from high formaldehyde in the air.

Bianchi, Timothy

From: Kari Bianchi <kjump7@yahoo.com>
Sent: Wednesday, February 24, 2016 4:54 PM
To: Bianchi, Timothy
Subject: Fwd: Lumber Liquidator Lawsuit

Sent from myMail for iOS

----- Forwarded message -----

From: Krystal Williams <kwilliams@baronbudd.com>
To: kjump7@yahoo.com <kjump7@yahoo.com>
Date: Wednesday, February 24, 2016, 3:54 PM -0500
Subject: Lumber Liquidator Lawsuit

Hi Timothy,

Thank you for inquiring with Baron & Budd about our action against Lumber Liquidators. As you may know, numerous cases have been filed against Lumber Liquidators on behalf of plaintiffs in several states.

We regret to inform you that we are no longer adding lead plaintiffs or class representatives to our case and therefore we are unable to represent you at this time. However, even though you are not a lead plaintiff or class representative, you may still be able to participate in the case as a class member.

Please check our website here <http://baronandbudd.com/health/consumer-products/lumber-liquidators-laminate-flooring-lawsuit/> to see if you have one of the floorings at issue. If you do have one of the floorings on this list, you will be a member of the class action case.

Class action cases take time to resolve and you do not need to do anything to join the class action lawsuit at this point. In that regard, if there is a favorable resolution of the case, you will receive notice and information about how to make a claim against Lumber Liquidators.

Thank you again and all the best to you,

Krystal Williams

Intake | Coordinator

214.521.3605 main
214.523.6401 direct

214.520.1181 fax

www.baronandbudd.com

Dallas | Austin | Los Angeles | Baton Rouge | New Orleans

Bianchi, Timothy

From: Bianchi, Kari
Sent: Tuesday, February 23, 2016 1:12 PM
To: Bianchi, Timothy
Subject: FW: LUMBER LIQUIDATOR'S RESPONSE TO RECENT CDC REPORTING

Importance: High

I wrote lumber liquidators asking for another test kit b/c I'd like to see the results of our house at this point in time. This is the response. I've tried to call several times today. Busy every time.

From: Customer Relations (Do Not Reply) [<mailto:customerrelations@lumberliquidators.com>]
Sent: Tuesday, February 23, 2016 10:51 AM
Subject: LUMBER LIQUIDATOR'S RESPONSE TO RECENT CDC REPORTING
Importance: High

Thank you for contacting us in regards to the most recent media coverage of Lumber Liquidators.

Despite the errors in CDC's calculation, we note that they do not expect to change their recommendations and we support those recommendations. We also agree with CDC that their revised calculation overestimates any potential health risks from these products, and we are encouraged that CDC is seeking a broader review of their conclusions.

Lumber Liquidators has significantly strengthened our quality assurance procedures, from enhanced compliance protocols to product sample testing. In early May of 2015, Lumber Liquidators proactively suspended sales of all laminate flooring sourced from China. Additionally, since March of 2015, Lumber Liquidators has offered customers free independent air quality tests to provide objective scientific information about our products. We remain committed to operating with integrity and delivering quality flooring to our customers.

To see if you qualify for a free in-home air quality test kit please visit: <http://www.lumberliquidators.com/sustainability/our-commitment-to-quality-safety> and select the 'Air Quality Test' link. Products such as: Hardwood, Tile, and Vinyl do not use formaldehyde in the manufacture process and there is no need to test this type of flooring. Bamboo and Engineered floors are made differently using different materials.

Testing is reserved for a select few laminate floors sourced from China prior to May 7th 2015.

Thank you,

Lumber Liquidators Customer Care

Please note that this is being sent to you from a mailbox that is not monitored so we respectfully request that you DO NOT reply to this email. Also please note that the response you received that indicated you should use a ticket number (LTK.....X) should be discarded. Any further information you may need from us, please return to our website and initiate a new "Contact Us" session or call us at (800) 366-4204.

Bianchi, Timothy

From: LLCustomer Relations <LLCustomerRelations@lumberliquidators.com>
Sent: Tuesday, February 23, 2016 5:50 PM
To: Bianchi, Timothy
Subject: RE: Accountability for Formaldehyde Floors

Importance: High

We do apologize but at this time Lumber Liquidators is not offering any retests to customers.

Thanks,

Customer Relations

From: Bianchi, Timothy [<mailto:tbianchi@mbqsd.org>]
Sent: Tuesday, February 23, 2016 5:22 PM
To: LLCustomer Relations
Cc: Bianchi, Kari
Subject: Accountability for Formaldehyde Floors

Good evening,

My wife Kari reached out to your company twice today and was given insufficient response. Not only is the air test result of 0.058 ppm a hazardous amount of formaldehyde in the air according the CDC, OSHA, EPA, and other government agencies, we have a year-old son who we are especially concern about. Can you understand the worry that we are experiencing? Remove yourself from being a LL employee and think as a free-thinking individual. Just take a second and think about it.

We have been paralyzed in action because we haven't known what to do. Do we live with the health risks, never knowing if a significant health hazard is imminent because of your company's negligence? Do we pursue legal avenues and invest thousands of dollars? Do we rip 1500 square feet of floor out that I laid myself and invested tens of hours in? Your company has caused us significant hardship, mental anguish, and has put our health at risk. One of my wife's emails is below. We will be perusing an independent test. We will be, and already have begun, consulting legal counsel.

I would appreciate a personal response or phone call, and not a pre-crafted statement.

Tim Bianchi
2155 Canterbury Drive
Mechanicsburg, PA 17055
717-682-1840

—
Thank you for contacting us in regards to the most recent media coverage of Lumber Liquidators.

- Despite the errors in CDC's calculation, we note that they do not expect to change their recommendations and we support those recommendations. We also agree with CDC that their revised calculation overestimates any potential health risks from these products, and we are encouraged that CDC is seeking a broader review of their conclusions.

Lumber Liquidators has significantly strengthened our quality assurance procedures, from enhanced compliance protocols to product sample testing. In early May of 2015, Lumber Liquidators proactively suspended sales of all laminate flooring sourced from China.

Additionally, since March of 2015, Lumber Liquidators has offered customers free independent air quality tests to provide objective scientific information about our products. If you have previously tested your air quality through this program, you can be assured that those results are accurate and therefore there is no need for additional testing.

We remain committed to operating with integrity and delivering quality flooring to our customers.

Thanks,

Lumber Liquidators
Customer Care

From: Bianchi, Kari [<mailto:kbianchi@mbgsd.org>]

Sent: Tuesday, February 23, 2016 9:54 AM

To: LLCustomer Relations

Subject: Test Kit and invoice

I purchased Lumber Liquidators flooring from their establishment in New Cumberland, PA. I purchased two different floorings, Blacksburg Barn Wood and Poplar Oak (2 floors that are on 60 Minutes' report on formaldehyde) in rolling orders from July – October 2014. I have installed them in every room in my house but the kitchen. We were hoping to finish that this summer.

We would like to obtain a test kit for the second time, to see if levels have changed since hearing recent news on toxic levels of formaldehyde and due to the fact that our house is enclosed all winter. (Tests were performed this summer came back moderately high.) We will also be seeking an independent tester as well at this time.

I would also like to obtain a copy of our original test results (received in the summer of 2015) AND our original invoice with the amount of money we spent on your product.

Please send the test kit to the following address:

Tim Bianchi
2155 Canterbury Drive
Mechanicsburg PA

Please send the original test results AND invoice electronically to kbianchi@mbgsd.org.

I have tried writing, online chat, and calling, but have yet to speak to someone about this matter.

Please respond in a timely manner.

Kari Bianchi

2/27/16 Visited LL store in New Cumberland.
Talked to Tyler Lynch, sales rep.
Said Courtney would call this afternoon. She did not.

3/1/16 Called LL and talked to Tyler. He said emails were exchanged between he, Courtney, and Bryan. If I didn't hear from Courtney by Thursday, call Tyler. Asked my options
I said just want to talk about options.

3/4/16 Called LL and talked to Thalia at 5pm. Tyler had left. She said she would call Tyler and get right back to me. She did not.

3/5/16 Called LL & spoke to Talia. Tyler was "in the bathroom." She said Courtney would not be calling me because she wouldn't be able to do anything for me anyway, and the air tests weren't bad enough to warrant immediate action b/c of volume. Talia said the product

is not unsafe. I claimed it is according to other guidelines, just not the WHO. I said I have been consulting legal counsel. She said Tyler would call me when he's out of the bathroom. Tyler said on 2/27 that the way customer service works is you have to gripe to be heard. I said that's not necessarily my way or intention.

3/5/16: Tyler left a message around 6pm saying regional manager cannot do anything. Call 1 800 and ask for a supervisor. Several emails have been exchanged.

3/10/16: Call customer service # given by Tyler. Asked for supervisor. The rep was surprised by this. I described our dilemma. She said it doesn't meet action stage set by WHO of 0.08 ppm. She took invoice #. Put me on hold.

Brandi



Laboratory Analysis Report "Other" Samples

Client: Building Health Check, LLC
Jobsite: TIM BIANCHI
Location: 2155 CANTERBURY DRIVE

PACS ID and WO #:
06528-018539
Project Date: 7/23/2015
Date Issued: 7/29/2015

Mech. Unit: N/A
Zone: OFFICE
Test Site: TABLE TOP

Sample #	Sample Type	Date	Exposure Time	Badge #	Results*	Units
126500	Formaldehyde - with Lab Analysis	7/15/2015	27.85 hours	LLGE5069	0.058	ppm

Method of Analysis: NIOSH 2016 M

BDL = Below Detection Limit. Results are less than the method detection limit.

<= Less Than or Equal To. The analyte was detected but at a level too low to be accurately quantitated. The actual amount is less than or equal to the reported value.

* The VOC's and Formaldehyde analyses are performed by our AIHA LAP LLC accredited partner laboratories.
Your sample was analyzed by Advance Chemical Sensors IHLAP Laboratory ID:102047

The results in this report apply only to the sample(s) specifically listed above and received at Environmental Diagnostics Laboratory. Unless otherwise noted, samples were received in good condition. Laboratory-prepared Quality Control (QC) samples are analyzed with the samples routinely; however, unless a blank (control) is received, the result for the control is not compared.

Quality Controlled By :

Approved By :
Rajiv R. Sahay, Ph.D.

Other Samples: Page 1 of 1



Laboratory Analysis Report "Other" Samples

Client: Building Health Check, LLC
Jobsite: TIM BIANCHI
Location: 2155 CANTERBURY DRIVE

PACS ID and WO #:
06528-018539
Project Date: 7/23/2015
Date Issued: 7/29/2015

Mech. Unit: N/A
Zone: SPARE ROOM
Test Site: HANGING FROM CEILING FAN
CORD

Sample #	Sample Type	Date	Exposure Time	Badge #	Results*	Units
126498	Formaldehyde - with Lab Analysis	7/15/2015	27.33 hours	LLGE5008	0.051	ppm

Method of Analysis: NIOSH 2016 M

BDL = Below Detection Limit. Results are less than the method detection limit.

< = Less Than or Equal To. The analyte was detected but at a level too low to be accurately quantitated. The actual amount is less than or equal to the reported value.

* The VOC's and Formaldehyde analyses are performed by our AIHA LAP LLC accredited partner laboratories.
Your sample was analyzed by Advance Chemical Sensors IHLAP Laboratory ID:102047

The results in this report apply only to the sample(s) specifically listed above and received at Environmental Diagnostics Laboratory. Unless otherwise noted, samples were received in good condition. Laboratory-prepared Quality Control (QC) samples are analyzed with the samples routinely; however, unless a blank (control) is received, the result for the control is not compared.

Quality Controlled By:

Approved By:
Rajiv R. Sahay, Ph.D.

Other Samples: Page 1 of 1



Laboratory Analysis Report "Other" Samples

Client: Building Health Check, LLC
Jobsite: TIM BIANCHI
Location: 2155 CANTERBURY DRIVE

PACS ID and WO #:
06528-018539
Project Date: 7/23/2015
Date Issued: 7/29/2015

Mech. Unit: N/A
Zone: DINING ROOM
Test Site: HANGING CHANDELIER

Sample #	Sample Type	Date	Exposure Time	Badge #	Results*	Units
126501	Formaldehyde - with Lab Analysis	7/15/2015	27.77 hours	LLGE5370	0.057	ppm

Method of Analysis: NIOSH 2016 M

BDL = Below Detection Limit. Results are less than the method detection limit.

< = Less Than or Equal To. The analyte was detected but at a level too low to be accurately quantitated. The actual amount is less than or equal to the reported value.

* The VOC's and Formaldehyde analyses are performed by our AIHA LAP LLC accredited partner laboratories.
Your sample was analyzed by Advance Chemical Sensors IHLAP Laboratory ID:102047

The results in this report apply only to the sample(s) specifically listed above and received at Environmental Diagnostics Laboratory. Unless otherwise noted, samples were received in good condition. Laboratory-prepared Quality Control (QC) samples are analyzed with the samples routinely; however, unless a blank (control) is received, the result for the control is not compared.

Quality Controlled By : 

Approved By : 
Rajiv R. Sahay, Ph.D.

Other Samples: Page 1 of 1



Laboratory Analysis Report "Other" Samples

Client: Building Health Check, LLC
Jobsite: TIM BIANCHI
Location: 2155 CANTERBURY DRIVE

PACS ID and WO #:
06528-018539
Project Date: 7/23/2015
Date Issued: 7/29/2015

Mech. Unit: N/A
Zone: MASTER BEDROOM
Test Site: HANGING FROM CEILING FAN
CORD

Sample #	Sample Type	Date	Exposure Time	Badge #	Results*	Units
126462	Formaldehyde - with Lab Analysis	7/15/15	27.38 hours	LLGE5383	0.050	ppm

Method of Analysis: NIOSH 2016 M

BDL = Below Detection Limit. Results are less than the method detection limit.
< = Less Than or Equal To. The analyte was detected but at a level too low to be accurately quantitated. The actual amount is less than or equal to the reported value.

* The VOC's and Formaldehyde analyses are performed by our AIHA LAP LLC accredited partner laboratories.
Your sample was analyzed by Advance Chemical Sensors IHLAP Laboratory ID:102047

The results in this report apply only to the sample(s) specifically listed above and received at Environmental Diagnostics Laboratory. Unless otherwise noted, samples were received in good condition. Laboratory-prepared Quality Control (QC) samples are analyzed with the samples routinely; however, unless a blank (control) is received, the result for the control is not compared.

Quality Controlled By:

Approved By:
Rajiv R. Sahay, Ph.D.

Other Samples: Page 1 of 1



**More saving.
More doing.SM**

6000 CARLISLE PIKE, MECH PA 17055
STORE MANAGER JIM TEOLI (717) 795-9602

4120 00097 36109 04/08/16 08:00 PM
CASHIER - SPOS01

ORDER ID: H4120-3556
RECALL AMOUNT 3146.40
-----10% Off Floor Credit No Defer-----
3146.40 10% Off Credit Offer -314.64
No Deferred
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 2,831.76
SALES TAX 169.91
TOTAL \$3,001.67
XXXXXXYYXX4589 HOME DEPOT 3,001.67
AUTH CODE 008014/0972068 TA
CREDIT PROMOTION 20459 1296



4120 97 36109 04/08/2016 3019

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

**ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT CARD!**

Tell us about your store visit!
Complete our short survey and
enter for a chance to win at:

www.homedepot.com/survey

**¡PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!**

**¡Comparta Su Opinión! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:**

www.homedepot.com/survey

**User ID:
GVMG 76627 72604**

16208 72507

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



All Out Construction L.L.C.
101 parker st.
Carlisle, PA. 17013
(717) 226-0125

Contractors Invoice

TO: Tim Bianchi
2155 canterbury dr.
Mechanicsburg, PA,
DATE YOUR

WORK PERFORMED AT:

Some address

first floor flooring

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Install 1,072 Sq Ft pergo max laminate flooring in first floor of home.

\$2.00 per sq. ft.

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Two thousand one hundred
forty four dollars and ~~xx~~ ⁰⁰ Dollars (\$2,144.00).

This is a Partial Full invoice due and payable by: _____

in accordance with our Agreement Proposal No. _____ Dated _____



SPECIAL SERVICES CUSTOMER INVOICE

Store 4120 MECHANICSBURG
6000 CARLISLE PIKE
MECHANICSBURG, PA 17050

Phone: (717) 795-9602
Salesperson: PXC5714
Reviewer:

No. H4120-3556

Page 1 of 2

VALIDATION AREA

This is only a QUOTE for the merchandise and services printed below. This becomes an Agreement upon payment and an endorsement by a Home Depot register validation.

SOLD TO	Name	Home Phone		
	BIANCHI TIM			
	Address	2155 CANTERBURY DR		
	Work Phone			
	Company Name			
City	MECHANICSBURG			Job Description
State	PA	Zip	17055	County
				CUMBERLAND

QUOTE is valid for this date: 04/08/2016

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

REF # W02 SKU # 0000-515-664 Customer Pickup / Will Call

We reserve the right to limit the quantities of merchandise sold to customers

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	1000-030-798	92.00	CA	XP 10MM COFFEE HS HICKORY 13.74SF			\$34.20	\$3,146.40

SCHEDULED PICKUP DATE: 04/11/2016

MERCHANDISE TOTAL: \$3,146.40

END OF CUSTOMER PICKUP - REF #W02

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$3,146.40
SALES TAX	\$188.79
TOTAL	\$3,335.19
BALANCE DUE	\$3,335.19

END OF ORDER No. H4120-3556

WILL-CALL MERCHANDISE PICK-UP

Will-Call items will be held in the store for 7 days only.

Check your current order status online at

www.homedepot.com/orderstatus

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)



(9801) 0100520478